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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 (WESTERN DIVISION)

15 **MEI LING,**

16 Plaintiff,

17 — v. —

18 **CITY OF LOS ANGELES,**
19 **CALIFORNIA; COMMUNITY**
20 **REDEVELOPMENT AGENCY OF**
21 **THE CITY OF LOS ANGELES;**
Redrock NoHo Residential, LLC; Park
22 Plaza West Senior Partners, L.P.; JSM
Florentine, LLC; Legacy Partners
23 Residential, Inc.; FPI Management, Inc.;
24 and Guardian/KW NoHo, LLC,

25 Defendants.
26
27
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Case No. 2:11-cv-7774-SVW

**PLAINTIFF'S OPPOSITION TO
MOTION TO DISMISS BY
COMMUNITY REDEVELOPMENT
AGENCY OF LOS ANGELES**

Hearing Date: July 9, 2012

Time: 1:30 p.m.

Courtroom: Number 6, 2nd Floor

Judge: Hon. Stephen V. Wilson

Complaint Filed: Sept. 20, 2011

Trial Date: None Set

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INTRODUCTION

1 The Rehabilitation Act, the Fair Housing Act (“FHA”), and California’s
 2 Fair Employment and Housing Act (“FEHA”) were all enacted to promote fair
 3 housing and equal opportunities to persons with disabilities and demand a
 4 broad and generous application under binding U.S. Supreme Court and state
 5 court precedent. Defendant Community Redevelopment Agency of Los
 6 Angeles’s (“CRA”) Motion to Dismiss (Dkt. 86) is based on the
 7 fundamentally flawed premise that it has *no* obligations under these federal
 8 and state civil rights laws prohibiting housing discrimination. According to
 9 the CRA, it is bound by none of these statutes because it is not the owner or
 10 manager of housing. This untenable argument is belied by the plain language
 11 of the statutes and abundant judicial precedent.
 12

13 As shown below, the CRA is bound by the Rehabilitation Act because it
 14 is a recipient of federal financial assistance. Under this federal statute, the
 15 CRA has an enforceable obligation to ensure that housing providers it supports
 16 with any portion comprising federal funds ensure that otherwise qualified
 17 individuals with disabilities, such as Plaintiff, are not denied equal housing
 18 opportunities on the basis of disability. Plaintiff’s Second Amended
 19 Complaint (Dkt. 76, hereinafter “SAC”) states viable claims against the CRA
 20 under the Rehabilitation Act based on its failures, *inter alia*, to monitor and
 21 ensure that housing providers it supports with assistance that includes federal
 22 funding comply with basic accessibility standards, make reasonable
 23 accommodations where necessary to afford persons with disabilities equal
 24 housing opportunities, and do not exclude qualified individuals with
 25 disabilities from participation in, or deny them the benefits of, HUD-funded
 26 programs and activities, including the affordable housing programs offered by
 27 these providers, by failing to make accessible units available. These ongoing
 28 failures by the CRA have prevented Plaintiff from obtaining suitable housing

1 at any CRA-assisted housing development, despite her continuous six-year
2 search.

3 The SAC also alleges viable claims against the CRA under provisions
4 of the FHA and FEHA that prohibit housing discrimination on the basis of
5 disability. The CRA's failure to implement policies that would ensure equal,
6 *i.e.* accessible, housing opportunities are available to qualified individuals with
7 disabilities and failure to exercise sufficient oversight over, or to impose
8 sanctions against, any of the housing providers it supports on account of their
9 failing to rent accessible units and make reasonable accommodations to
10 Plaintiff and other persons with disabilities constitute continuing violations of
11 both statutes. The CRA is directly liable under both statutes for the
12 discriminatory manner in which it has administered its housing programs, with
13 the effect of denying housing and discrimination in the provision of housing-
14 related services, and is furthermore vicariously liable for discriminatory
15 housing practices committed by its agents, including Defendants Redrock
16 NoHo, LLC (Redrock), Legacy Partners Residential, Inc. ("Legacy"),
17 Guardian/KW NoHo, LLC ("Guardian/KW"), and FPI Management, Inc.
18 ("FPI").

19 Plaintiff's claims against the CRA under all three statutes are timely
20 because she alleges continuing violations, and the Court's review at this stage
21 is limited to the face of the SAC.

22 For these reasons, and as set forth below, the CRA's Motion to Dismiss
23 should be denied.

24 **OVERVIEW OF FACTUAL ALLEGATIONS**

25 The U.S. Department of Housing and Urban Development ("HUD")
26 annually allocates HOME, CDBG, ESG, EDI, and HOPWA grants, in addition
27 to Section 108 loans to Defendant City of Los Angeles ("City"), which in turn
28 allocates federal HUD funds to Defendant CRA. Pl.'s Second Amended

1 Compl. (Dkt. 76, hereinafter “SAC”) ¶ 33. The City also allocates to
 2 Defendant CRA funds from the City’s Affordable Housing Trust Fund, which
 3 is capitalized with CDBG and HOME grants from HUD. *Id.* ¶ 34. The CRA
 4 uses the federal funding it receives from the City to provide financing to
 5 private developers for purposes of developing housing in Los Angeles. *Id.* ¶
 6 35. Using federal funding allocated to it by the City, the CRA has funded
 7 private multi-family housing developments located in several project areas
 8 located throughout Los Angeles, including in the North Hollywood Project
 9 Area (“NoHo Project Area”), a transit-oriented village with close proximity to
 10 shops, grocery stores, banks, a pharmacy, a U.S. Post Office, and other
 11 necessary services. *Id.* ¶¶ 35, 38.

12 As a recipient of federal financial assistance, the CRA has a duty to
 13 ensure that the housing developers to whom it provides federal funds comply
 14 with federal civil rights laws that prohibit housing discrimination on the basis
 15 of disability and comply with federal obligations to provide a minimum
 16 number of wheelchair-accessible units and to ensure that the wheelchair-
 17 accessible units are available in a sufficient range of sizes and amenities so as
 18 to provide qualified individuals with disabilities a choice of living
 19 arrangements comparable to that of other prospective tenants. *Id.* ¶¶ 36, 39.

20 Following an investigation, and by letter dated January 11, 2012, HUD
 21 reported its conclusion that “the City and the CRA are not in compliance with
 22 Section 504.” Ex. A to Req. for Jud. Notice at 3.¹ HUD found that the City
 23 and the CRA failed to monitor or survey developments to ensure they met

24 ¹ In a separately filed Request for Judicial Notice Plaintiff requests judicial
 25 notice of the contents of the HUD Compliance Report. The Court may
 26 consider judicially noticeable facts on a motion to dismiss. *See, e.g., Mir v.*
 27 *Little Co. of Mary Hosp.*, 844 F.2d 646, 649 (9th Cir. 1988). The Court may
 28 furthermore consider the HUD Compliance Report for purposes of this motion
 for dismissal because it is referred to in the complaint, central to Plaintiffs’
 claims relating to The Lofts, and of unquestionable authenticity. *See Marder*
v. Lopez, 450 F.3d 445, 448 (9th Cir. 2006).

1 Section 504 physical accessibility standards. *Id.* at 4-6. HUD additionally
 2 found that the City and the CRA have failed to monitor and ensure that the
 3 rental policies and practices of federally funded recipients did not have the
 4 effect of discriminating in the provision of housing on the basis of disability.
 5 *Id.* at 7-11; *see also id.* App. 5 (documenting accessibility violations in
 6 specific CRA-assisted developments in the NoHo Project Area.

7 Plaintiff has a mobility impairment that restricts her to a wheelchair. *Id.*
 8 ¶¶ 26-27. Because of her physical disability, Plaintiff requires a dwelling unit
 9 that is wheelchair accessible. *Id.* ¶ 29. Plaintiff is unable to work because of
 10 her disability. *Id.* ¶ 27. Because she is unable to earn an income, Plaintiff
 11 subsists on small monthly stipend from the General Relief program of the
 12 County of Los Angeles, and she cannot afford market-rate housing. *Id.* ¶ 28.
 13 Her housing costs are paid for through a Housing Choice Voucher from the
 14 Housing Authority of the City of Los Angeles. *Id.* ¶ 31.

15 Since 2006, Plaintiff has sought to obtain accessible housing, rented at
 16 an affordable rate, at various CRA-assisted developments in the NoHo Project
 17 Area,² which is ideally situated for Plaintiff because of her mobility
 18 impairments. *Id.* ¶¶ 38, 40. To date, her search for an accessible, affordable
 19 dwelling unit at a CRA-assisted development has been fruitless. *Id.* ¶¶ 42, 90.
 20 The City and the CRA have denied Plaintiff housing by failing to make
 21 available information on the location of dwelling units in CRA-assisted
 22 properties that are rented at affordable rates and to ensure that its recipients
 23 comply with the accessibility requirements mandated by 24 C.F.R. Part 8. *Id.*
 24 ¶¶ 41-42. Because of these failures, Plaintiff was forced to live in homeless
 25 shelters and transitional housing for approximately three years. *Id.* ¶ 42.
 26 Plaintiff's current dwelling unit, in The Piedmont development, is not fully

27 ² The term "affordable" has the meaning set forth in the housing assistance
 28 regulations promulgated HUD. *See* 24 C.F.R. § 92.252.

1 accessible to her, and there are no other units at The Piedmont that would be
2 more accessible. *Id.* ¶ 45.

3 Plaintiff asserts claims against Defendant CRA pursuant to 29 U.S.C. §
4 794; 42 U.S.C. § 3604(f)(1)-(3); and California Government Code Section
5 12927(c)(1) and Section 12955(e) and (k). SAC ¶¶ 91, 93-95, 98-99, 101.

6 LEGAL STANDARD

7 Rule 8(a)(2) of the Federal Rules of Civil Procedure provides that a
8 pleading must contain “a short and plain statement of the claim showing that
9 the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). A complaint satisfies
10 these “minimal notice pleading requirements,” and thus survives a motion to
11 dismiss for failure to state a claim, so long as it “pleads factual content that
12 allows the court to draw the reasonable inference that the defendant is liable
13 for the misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009);
14 *Porter v. Jones*, 319 F.3d 483, 494 (9th Cir. 2003). In other words, to satisfy
15 Rule 8, the complaint must assert “enough facts to state a claim to relief that is
16 plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007).

17 “A claim has facial plausibility when the plaintiff pleads factual content
18 that allows the court to draw the reasonable inference that the defendant is
19 liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678. Thus, in ruling on
20 a motion to dismiss pursuant to Rule 12(b)(6), a court must accept the
21 allegations in the complaint as true, construe the pleading in the light most
22 favorable to the plaintiff, and draw all reasonable inferences in favor of the
23 plaintiff. *Zimmerman v. City of Oakland*, 255 F.3d 734, 737 (9th Cir. 2001);
24 *Martinez v. United States*, 812 F. Supp. 2d 1052, 1057-58 (C.D. Cal. 2010).
25 Moreover, “facts outside the record . . . cannot be considered on [a] motion to
26 dismiss,” *Puga v. One W. Bank*, CV-09-02501-PHX-NVW, 2010 WL
27 3715163, at *2 (D. Ariz. Sept. 14, 2010), and “[t]he scope of review . . . is
28 limited to the four corners of the Complaint and to documents of which the

Court takes judicial notice,” *Budway Enters., Inc. v. Fed. Ins. Co.*, EDCV 09-448-VAP, 2009 WL 1014899, at *1 n.3 (C.D. Cal. Apr. 14, 2009) (citing *Hal Roach Studios, Inc. v. Richard Feiner & Co.*, 896 F.2d 1542, 1555 n.19 (9th Cir. 1990)); see also *Jhaveri v. ADT Sec. Servs., Inc.*, 2:11-CV-4426-JHN-MANx, 2012 WL 843315, at *2 (C.D. Cal. Mar. 6, 2012) (same).

ARGUMENT

I. Plaintiff’s Claims Against the CRA Are Timely.

A challenge to the timeliness of a plaintiff’s claims is an affirmative defense. *Beaver v. Tarsadia Hotels*, No. 11cv1842 DMS (CAB), 2012 WL 1564535, at *7 n.2 (S.D. Cal. May 2, 2012). Rule 12(b)(6) dismissal on statute of limitations grounds is allowed only “if ‘[a]ccepting as true the allegations in the complaint, as [the Court] must when reviewing a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), the running of the statute is apparent on the face of the complaint.’” *Beaver*, 2012 WL 1564535, at *5 (quoting *Huynh v. Chase Manhattan Bank*, 465 F.3d 992, 997 (9th Cir. 2006)) (ellipsis in *Beaver* omitted); see also *Felicien v. PNC Mortg.*, No. C-11-2388 EMC, 2012 WL 1413231, at *2 (N.D. Cal. Apr. 23, 2012) (“A motion to dismiss on statute of limitations grounds may be granted ‘only if the assertions of the complaint, read with the required liberality, would not permit the plaintiff to prove that the statute was tolled.’” (quoting *Morales v. City of Los Angeles*, 214 F.3d 1151, 1153 (9th Cir. 2000))).

The CRA is correct that a two-year limitations period applies to the FHA and FEHA claims. The Ninth Circuit has not established whether California’s two-year limitations period for personal injury actions or the three-year limitations period in California Code of Civil Procedure Section 338(a) applies to Rehabilitation Act claims. See *Peters v. Bd. of Trustees of Vista Unified Sch. Dist.*, 457 F. App’x 612, 614 (9th Cir. 2011) (acknowledging uncertainty in Ninth Circuit precedent); see also *Kramer v.*

1 *Regents of the Univ. of Calif.*, 81 F. Supp. 2d 972, 977-78 (N.D. Cal. 1999)
 2 (applying to Rehabilitation Act claim the three-year limitations period for
 3 actions “upon a liability created by statute” in California Code of Civil
 4 Procedure Section 338(a)).

5 The Court need not resolve this issue for purposes of the CRA’s Motion
 6 to Dismiss because even assuming that a two-year limitations period applies to
 7 all of Plaintiff’s claims against the CRA, the running of that period is not
 8 apparent on the face of the SAC, which adequately pleads the CRA’s
 9 continuing violations of all three statutes. *See Californians for Disability*
 10 *Rights, Inc. v. Cal. Dep’t of Transp.*, No. C 06-5125 SBA, 2009 WL 2982840,
 11 at *1 (N.D. Cal. Sept. 14, 2009) (acknowledging similar uncertainty with
 12 respect to applicable limitations period for ADA claims and holding that “the
 13 Court need not resolve this dispute because Plaintiffs’ claims are timely under
 14 the continuing violations doctrine”).

15 The SAC alleges that Plaintiff has unsuccessfully sought to obtain
 16 housing at a CRA-assisted development since 2006 and that the CRA’s
 17 ongoing violations of the Rehabilitation Act, FHA, and FEHA are the cause of
 18 her continuing inability to do so through the present time. SAC ¶¶ 30, 36, 38-
 19 39, 76, 77(a), 81, 90. It is well settled under all three statutes that a claim
 20 based on a continuing violation is timely where the most recent occurrence of
 21 the violation occurred within the limitations period. *See, e.g., Havens Realty*
 22 *v. Coleman*, 455 U.S. 363, 380-81 (1982) (applying continuing violations
 23 doctrine to FHA claims); *Inland Mediation Bd. v. City of Pomona*, 158 F.
 24 Supp. 2d 1120, 1147-48 (C.D. Cal. 2001) (same); *Douglas v. Cal. Dep’t of*
 25 *Youth Auth.*, 271 F.3d 812, 821-24 (9th Cir. 2001) (applying continuing
 26 violations doctrine to Rehabilitation Act claims based on maintenance of
 27 discriminatory policy); *Californians for Disability Rights*, 2009 WL 2982840,
 28 at *1-*2 (applying continuing violation doctrine to claims brought under the

1 Rehabilitation Act); *Kuchmas v. Towson Univ.*, 553 F. Supp. 2d 556, 565 (D.
 2 Md. 2008) (same); *Dominguez v. Washington Mutual Bank*, 85 Cal. Rptr. 3d
 3 705, 710 (Cal. Ct. App. 2008) (same, for FEHA) (citing *Accardi v. Super. Ct.*,
 4 21 Cal. Rptr. 2d 292, 296 (Cal. 1993)).

5 For its contrary assertion, the CRA relies on *Garcia v. Brockway*, 526
 6 F.3d 456 (9th Cir. 2008) (en banc), a design and construction case brought
 7 under 42 U.S.C. § 3604(f)(3)(C) that is inapposite here. *Garcia* was based on
 8 two discrete alleged design and construction violations at one apartment
 9 complex, and there was no allegation that either defendant engaged in a
 10 pattern of continuing violations. See *Nat'l Fair Hous. Alliance v. A.G. Spanos*
 11 *Const. Inc.*, No. C 07-3255 SBA, 2008 WL 4369325, at *3 (N.D. Cal. Sept.
 12 23, 2008) (distinguishing *Garcia* and holding that plaintiffs' claims based on
 13 the continuing violations doctrine were not time-barred). Here, by contrast,
 14 the SAC expressly alleges facts to support the application of the continuing
 15 violations doctrine to Plaintiff's claims against the CRA under the
 16 Rehabilitation Act, the FHA, and FEHA. Plaintiff's claims are not based on
 17 the continuing effects of a past violation but instead on the CRA's ongoing
 18 violations themselves. Cf. *Californians for Disability Rights*, 2009 WL
 19 2982840, at *4 (distinguishing *Garcia*).

20 Moreover, this case does not involve any design and construction
 21 claims, contrary to the CRA's misreading of the SAC. Even if the "design and
 22 construction" template were appropriate for Plaintiff's claims against the
 23 CRA, which it is not, here, as in *Spanos* and unlike in *Garcia*, the CRA is
 24 involved an ongoing violation of these statutes, spanning many buildings
 25 throughout the NoHo Project Area.

26 Finally, the filing of Plaintiff's administrative complaint with HUD, in
 27 which the CRA was named as a respondent, tolled the statute of limitations
 28 period for the duration of the investigation (June 23, 2009 through March 30,

2011). SAC ¶ 75; 42 U.S.C. § 3613(a)(1)(B); *see also Davitton v. Columbia/HCA Healthcare Corp.*, 241 F.3d 1131, 1137, 1141-42 (9th Cir. 2001) (en banc) (holding that under California law filing of administrative complaint with a federal agency tolls the statute of limitations period on related state law claims).³

II. The SAC States Viable Rehabilitation Act Claims Against the CRA.

A. The CRA Is Bound by the Rehabilitation Act.

Section 504 of the Rehabilitation Act prohibits recipients of federal financial assistance from engaging in conduct that, on the basis of disability, excludes an otherwise qualified individual with a disability from participation in, denies such person the benefits of, or subjects such person to discrimination under any program or activity receiving federal financial assistance. 29 U.S.C. § 794(a).

The CRA contends that it does not “fall within the ambit of the Rehabilitation Act” because it is “not an owner and/or property manager.” Def.’s Mem. at 10. This argument has no legal support whatsoever. A plain reading of the text of Section 504 makes clear that the Act applies to “any program or activity receiving Federal financial assistance.” 29 U.S.C. § 794(a) (emphasis added). The Act broadly defines subject recipients to include:

[a]ny State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution,

³ *See also Z.F. ex rel. M.A.F. v. Ripon Unified Sch. Dist.*, 2:10-CV-00523, 2011 WL 320249, at *4 (E.D. Cal. Jan. 28, 2011); *J.W. ex rel. J.E.W. v. Fresno Unified Sch. Dist.*, 570 F. Supp. 2d 1212, 1222-23 (E.D. Cal. 2008) (tolling section 504 claim); *Wood v. Vista Manor Nursing Ctr.*, C 06-01682 JW, 2006 WL 2850045, at *2-*3 (N.D. Cal. Oct. 5, 2006) (similar, in case brought under the FHA, FEHA, Unruh Civil Rights Act, Rehabilitation Act, and ADA, where “the same facts and discrimination claims are alleged in the OCR complaint and the First Amended Complaint currently before the Court”).

organization, or other entity, or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient.

24 C.F.R. § 8.3.

In the context of housing discrimination claims, courts have accordingly applied the Rehabilitation Act to all types of defendants, including municipalities, *see, e.g., Behavioral Health Servs., Inc. v. City of Gardena*, CV 01-07183 (RZ), 2003 WL 21750852, at *10 (C.D. Cal. Feb. 26, 2003) (holding that city violated Rehabilitation Act in denying conditional use permit); *Bay Area Addiction Research And Treatment, Inc. v. City of Antioch*, C 98-2651 SI, 2000 WL 33716782 (N.D. Cal. Mar. 16, 2000) (granting preliminary injunction on Rehabilitation Act claim challenging city's plan to relocate treatment center); housing authorities, *see, e.g., Sinisgallo v. Town of Islip Hous. Auth.*, 12-CV-1733 ADS AKT, 2012 WL 1888140 (E.D.N.Y. May 23, 2012) (granting preliminary injunction on Rehabilitation Act claim against housing authority's termination of plaintiffs' tenancy); and others in a position to affect the availability and accessibility of housing for people with disabilities, *see, e.g., Telesca v. Long Island Hous. Partnership, Inc.*, 443 F. Supp. 2d 397 (E.D.N.Y. 2006) (applying Rehabilitation Act to state's affordable housing development agency, non-profit corporation, and local agencies that allocated federal funds to provide affordable housing).

The only authorities that the CRA cites for its faulty proposition that Section 504 applies only to owners and property managers are FHA cases that do not even address the Rehabilitation Act. *See Holley v. Crank*, 400 F.3d 667 (9th Cir. 2005); *Cleveland v. Caplaw Enters.*, 448 F.3d 518 (2d Cir. 2006). As shown below in Part III.A., the CRA is also wrong in asserting that only owners and property managers are subject to the FHA.

In short, because the CRA is a recipient of federal financial assistance,

1 SAC ¶ 34, it is bound by Section 504. *See also* Ex. A to Pl.’s Req. for Jud.
 2 Notice.

3 **B. Under Section 504, the CRA May Not Deny Housing**
 4 **Opportunities because of Disability and Must Ensure that**
 5 **the Entities It Supports with Federal Assistance Do Not Deny**
Housing Opportunities because of Disability.

6 Pursuant to the statutory mandate in Section 504 that federal agencies
 7 promulgate regulations to carry out the purposes of the Act, *see* 29 U.S.C. §
 8 794(a), HUD has published implementing regulations that govern recipients’
 9 operation and administration of housing-related programs and activities. *See*
 10 24 C.F.R. Part 8. 24 C.F.R. § 8.4 provides guidance on the strictures of
 11 Section 504 and elaborates that “in providing any housing, aid, benefit, or
 12 service in a program or activity that receives Federal financial assistance from
 13 [HUD],” a recipient may not, *inter alia*: “(i) Deny a qualified individual with
 14 handicaps the opportunity to participate in, or benefit from, the housing, aid,
 15 benefit, or service; (ii) Afford a qualified individual with handicaps an
 16 opportunity to participate in, or benefit from, the housing, aid, benefit, or
 17 service that is not equal to that afforded to others; [or] (iii) Provide a qualified
 18 individual with handicaps with any housing, aid, benefit, or service that is not
 19 as effective in affording the individual an equal opportunity to obtain the same
 20 result, to gain the same benefit, or to reach the same level of achievement as
 21 that provided to others.” *Id.* § 8.4(b)(1)(i)-(iii).

22 Recipients are further obligated to make reasonable accommodations for
 23 individuals with disabilities; modify housing policies and practices to ensure
 24 that these policies do not discriminate on the basis of disability; and ensure
 25 that dwelling units are available in a sufficient range of sizes and amenities to
 26 ensure that persons with disabilities have a choice in living arrangements that
 27 is comparable to that of other eligible persons. *Id.* §§ 8.24, 8.26, 8.33. In
 28 addition, multi-family housing developments financed in any part with federal

1 funds and constructed after 1991 must be “designed and constructed to be
 2 readily accessible to and usable by individuals with handicaps,” and have “a
 3 minimum of five percent of the total dwelling units . . . be made accessible for
 4 persons with mobility impairments.” *Id.* § 8.22.⁴

5 The regulations in 24 C.F.R. Part 8 provide HUD’s definitive
 6 interpretation of the scope of a recipient’s obligations under the Act and
 7 constitute persuasive authority establishing that Section 504 requires that the
 8 CRA not only refrain from discriminating on the basis of disability itself, but
 9 also affirmatively ensure that housing providers to which it provides
 10 financing, any part of which includes federal funding, themselves comply with
 11 Section 504 and other anti-discrimination laws. *See, e.g., Save Our Valley v.*
 12 *Sound Transit*, 335 F.3d 932, 943-44 (9th Cir. 2003) (“As an agency
 13 interpretation of a statute, a regulation may be relevant in determining the
 14 scope of the right conferred by Congress.”); *Taylor v. Hous. Auth. of New*
 15 *Haven*, 267 F.R.D. 36, 47 (D. Conn. 2010) (holding that HUD’s Section 504
 16 regulations provide probative interpretations of the scope of obligations
 17 imposed by the statute); *Inland Mediation Bd.*, 158 F. Supp. 2d at 1144-46
 18 (relying on HUD regulations to interpret scope of conduct prohibited under the
 19 FHA).

20 The Court need not address the CRA’s argument that Plaintiff has no
 21 private cause of action to enforce HUD’s Section 504 regulations because
 22 Plaintiff has not asserted causes of action under these regulations.⁵ Although a
 23 private plaintiff may bring a private cause of action to enforce certain agency

24 ⁴ Section 8.22 further requires that “[a]n additional two percent of the units
 25 (but not less than one unit) in such a project shall be accessible for persons
 with hearing or vision impairments.”

26 ⁵ Nor is Plaintiff aware of any Ninth Circuit authority addressing whether
 27 there is a private right of action to enforce the specific regulations at issue in
 the Third Circuit case *Three Rivers Center for Independent Living, Inc. v.*
 28 *Housing Authority of the City of Pittsburgh*, 382 F.3d 412 (3d Cir. 2004), on
 which the CRA relies.

1 regulations, *see, e.g., Mark H. v. Lemahieu*, 513 F.3d 922, 936-39 (9th
 2 Cir. 2008) (applying test to determine whether plaintiff could enforce the
 3 regulation at issue), here Plaintiff relies on 24 C.F.R. Part 8 to define the scope
 4 of Defendants' obligations under Section 504 and not to enforce a specific
 5 regulatory obligation. Her claims are brought under the *statutes*—the
 6 Rehabilitation Act, the FHA, and FEHA—all of which create a private right of
 7 action.

8 **C. The Conduct Alleged Against the CRA Violates the**
 9 **Rehabilitation Act.**

10 The Rehabilitation Act prohibits subject recipients from, *inter alia*,
 11 engaging in conduct that has the effect of denying housing because of
 12 disability and from refusing to make reasonable accommodations that may be
 13 necessary to provide otherwise qualified persons with disabilities an equal
 14 opportunity to use and enjoy housing compared to other similarly situated
 15 persons. 29 U.S.C. § 794(a); 24 C.F.R. § 8.4(b)(1)(i)-(iii).

16 The SAC s alleges that the CRA has failed to monitor and ensure that
 17 housing providers it supports with assistance that includes federal funding
 18 comply with Section 504 and other anti-discrimination laws. Specifically, the
 19 SAC alleges that the CRA has failed: to ensure that housing developers to
 20 which it provides funding, any portion of which derives from federal financial
 21 assistance, meet the accessibility standards of Section 504; to monitor and
 22 ensure that the policies and practices of such developers do not exclude
 23 qualified individuals with disabilities from participation in, or deny them the
 24 benefits of, HUD-funded programs and activities; to instruct such developers
 25 of their duty to modify housing policies and practices, including waiting lists,
 26 where necessary to ensure that that these policies do not discriminate on the
 27 basis of disability against qualified individuals with disabilities; and to make
 28 information available to the public about affordable, accessible housing. SAC

¶¶ 10, 35-36, 39, 41, 61, 63, 77(a), 83. These failures have caused continuing injury to Plaintiff, who has a disability and is otherwise qualified for tenancy, by preventing her from obtaining suitable housing at any CRA-assisted housing development. *Id.* ¶¶ 26-28, 41-42, 48, 89-90. These acts and omissions by the CRA have denied Plaintiff housing and an opportunity to participate in CRA-assisted projects because of her disability, in violation of Section 504. *See also* 24 C.F.R. § 8.4(b)(1)(i) and (ii).

The SAC further alleges that the CRA has permitted federally assisted housing providers to operate affordable housing programs without making necessary accommodations for otherwise qualified would-be tenants with disabilities, for example by allowing Redrock and Legacy to designate only studios as affordable housing units, SAC ¶¶ 39, 56-57, 61-64, thus stating a viable reasonable accommodation claim under Section 504, for the reasons set forth in Part II.C. of the concurrently filed Opposition to Motions to Dismiss by Defendants Legacy Partners Residential, Inc. and Redrock NoHo Residential, LLC, incorporated herein by reference. *See also* 24 C.F.R. § 8.4(b)(1)(iii).

Apart from its incorrect contention that it is not subject to the Rehabilitation Act at all, the CRA's only challenge to Plaintiff's Rehabilitation Act claim is an assertion that Plaintiff has not suffered a concrete injury. Def.'s Mem. (Dkt. 86) at 11-12. This assertion is refuted by the plain allegations in the SAC, which clearly state that Plaintiff has been unable to locate suitable housing in any CRA-assisted development despite a continuous six-year search. SAC ¶ 26-28, 41-42, 48, 89-90.

The CRA's argument moreover misstates the applicable standard under Rule 12(b)(6). Plaintiff is not required to prove a *prima facie* case to survive this Motion to Dismiss. *Cf.* Def.'s Mem. at 11 (asserting that Plaintiff has "failed to establish the third prong of her *prima facie* case"). *See Twombly*,

1 550 U.S. 563 n.8 (recognizing long-settled rule that a complaint “may not be
 2 dismissed based on a district court’s assessment that the plaintiff will fail to . .
 3 . prove his claim to the satisfaction of the factfinder”). Instead, the relevant
 4 inquiry is whether Ms. Ling has adequately alleged facts (or could allege facts
 5 if granted leave to amend) that, if later proven to the fact finder, would entitle
 6 her to relief. *In re Apple iPod iTunes Anti-Trust Litig.*, 2010 WL 2629907, at
 7 *4 (N.D. Cal. June 29, 2010).

8 The CRA’s remaining arguments are easily disposed of. With respect to
 9 the discussion of Plaintiff’s efforts to obtain housing at the NoHo 14
 10 development, Plaintiff incorporates by reference her concurrently filed
 11 Opposition to the Motions to Dismiss by Guardian/KW and FPI (Dkt. 93 at 3-
 12 11.) The CRA is also obligated to ensure that Guardian/KW and FPI
 13 administer waiting lists fairly in compliance with the Section 504 regulations.
 14 The CRA’s argument that a transfer is not a reasonable accommodation
 15 (Def.’s Mem. at 12-13) may be disregarded because Plaintiff does not pursue
 16 claims based on the denial of a transfer request in the SAC.

17 The CRA’s discussion of housing voucher cases (*id.* at 13-14) is
 18 inapposite because Plaintiff makes no allegations based on, and does not seek
 19 to hold the CRA liable, for any conduct relating to the housing choice voucher
 20 program, which is administered by a different agency. SAC ¶ 31. The cases
 21 cited by the CRA on pages 14-15 of its Memorandum are all distinguishable
 22 because they involved claims seeking either to hold housing authorities whose
 23 only responsibility was to administer housing choice (or Section 8) vouchers
 24 responsible for the conduct of private housing providers, who were not
 25 themselves “recipients” subject to Section 504, or to compel such agencies to
 26 take affirmative steps to provide housing to the plaintiffs. Unlike in the cases
 27 that the CRA cites, Plaintiff is not seeking to compel the CRA to provide her
 28 superior access or additional benefits. She is seeking to enforce the CRA’s

1 statutory obligations to ensure that the housing providers it assists with federal
 2 funds do not deny her equal access to the housing opportunities afforded to
 3 others similarly situated because of her disability. As the court acknowledged
 4 in one of the cases cited by the CRA, Section 504 requires “that a particular
 5 service provided to some not be denied to disabled people.” *Taylor*, 267
 6 F.R.D. at 53 (internal quotation marks omitted). The service at issue here is
 7 the CRA’s financing and support of private housing opportunities in Los
 8 Angeles. This service or program must be equally available to Plaintiff and
 9 other qualified individuals with disabilities who need housing.

10 **III. The SAC States Viable Claims against the CRA under the Fair** 11 **Housing Act and FEHA.**

12 **A. The CRA Is Subject to the FHA and FEHA.**

13 The CRA seeks dismissal of Plaintiff’s FHA claims based on the legally
 14 untenable assertion that 42 U.S.C. §3604 “applies only to landlords, owners,
 15 and others who offer dwellings for rent or sale.” Def.’s Mem. at 17; *see also*
 16 *id.* at 19-20 (asserting that Plaintiff’s housing discrimination claim under
 17 FEHA claim “fails for the same reasons set forth under our FHA argument”).

18 The Supreme Court has emphasized that given the Fair Housing Act’s
 19 stated policy to provide “for fair housing throughout the United States,” *see* 42
 20 U.S.C. § 3601, courts must interpret its provisions “broad[ly] and
 21 inclusive[ly]” and accord it “a ‘generous construction.’” *City of Edmonds v.*
 22 *Oxford House, Inc.*, 514 U.S. 725, 731-32 (1995) (quoting *Trafficante v.*
 23 *Metro. Life Ins. Co.*, 409 U.S. 205, 209, 212 (1972)); *see also Nevels v. W.*
 24 *World Ins. Co., Inc.*, 359 F. Supp. 2d 1110, 1119 (W.D. Wash. 2004) (“The
 25 ‘broad and inclusive’ language of the FHA must be given ‘generous
 26 construction’ in order to carry out a ‘policy that Congress considered to be of
 27 the highest priority.’” quoting *Trafficante*, 409 U.S. at 211-12)). This is
 28 particularly true with respect to § 3604(f), which Congress intended as a

1 “pronouncement of a national commitment to end the unnecessary exclusion
 2 of persons with handicaps from the American mainstream,” and which has
 3 accordingly been given a broad “application to a wide array of activities.”
 4 *United States v. Mass. Indus. Fin. Agency*, 910 F. Supp. 21, 27 (D. Mass.
 5 1996) (quoting H.R. Rep. No. 711 at 18, 100th Cong., 2d Sess. (1988) and
 6 citing *Casa Marie v. Super. Ct. of Puerto Rico*, 988 F.2d 252, 257 n.6 (1st Cir.
 7 1993)).

8 In keeping with this instruction to give § 3604 a broad construction,
 9 courts have applied it to cities, zoning boards, housing authorities, insurance
 10 companies, lenders, newspapers, and neighbors, among others. *See, e.g.*,
 11 *Huntington Branch, NAACP v. Town of Huntington*, 844 F.2d 926 (2d Cir.
 12 1988) (municipality liable for exclusionary zoning practices); *Hous.*
 13 *Opportunities Made Equal, Inc. v. Cincinnati Enquirer, Inc.*, 943 F.2d 644
 14 (6th Cir. 1991) (newspaper liable for publishing discriminatory
 15 advertisements); *Darst-Webbe Tenant Ass’n Bd. v. St. Louis Hous. Auth.*, 339
 16 F.3d 709, 712 (8th Cir. 2003) (instructing district court to address § 3604
 17 claims challenging housing authority’s revitalization plan); *Mass. Indus. Fin.*
 18 *Agency*, 910 F. Supp. 21 (denying summary judgment on FHA claim against
 19 state finance agency based on denial of plaintiffs’ application for financing);
 20 *Sharpvisions, Inc. v. Borough of Plum*, 475 F. Supp. 2d 514 (W.D. Pa. 2007)
 21 (holding zoning board liable for denying permit); *Nat’l Fair Hous. Alliance,*
 22 *Inc. v. Prudential Ins. Co. of Am.*, 208 F. Supp. 2d 46 (D.D.C. 2002) (holding
 23 insurance company liable for discriminatory insurance practices); *Wai v.*
 24 *Allstate Ins. Co.*, 75 F. Supp. 2d 1, 7 (D.D.C. 1999) (rejecting argument that §
 25 3604(f)(2) applies only to landlords or providers of housing); *United States v.*
 26 *Scott*, 788 F. Supp. 1555, 1562 (D. Kan. 1992) (neighbors’ conduct “fall[s]
 27 within the Act’s proscription against handicap discrimination”). The CRA is
 28 therefore wrong in asserting that because it is not a housing provider it cannot

1 be subject to liability under § 3604 for conduct that has the effect of denying
 2 housing on the basis of disability, providing unequal services or facilities in
 3 connection with the rental of housing on the basis of disability, or denying
 4 reasonable accommodations that may be necessary to afford equal housing
 5 opportunities to qualified persons with disabilities. *Id.* § 36034(f)(1), (2), and
 6 (3)(B).

7 Courts have likewise rejected the argument that FEHA's proscriptions
 8 against housing discrimination are limited to housing providers. *See Sisemore*
 9 *v. Master Fin., Inc.*, 60 Cal. Rptr. 3d 719, 738-43 (Cal. Ct. App. 2007)
 10 (applying California Government Code Section 12955(e) to lender and
 11 expressly holding that FEHA is not limited to discrimination by landlords);
 12 *Inland Mediation Bd.*, 158 F. Supp. 2d at 1150-51 (applying California
 13 Government Code Section 12955(k) to municipality).

14 The CRA's related argument that it cannot be held liable under the FHA
 15 for the conduct of private housing providers, relying on *Dinapoli v. DPA*
 16 *Wallace Ave II LLC*, No. 07 Civ. 1409 (PAC), 2009 WL 755354 (S.D.N.Y.
 17 Mar. 23, 2009), and *Liberty Resources, Inc. v. Philadelphia Housing*
 18 *Authority*, 528 F. Supp. 2d 553 (E.D. Pa. 2007), is incorrect because the
 19 doctrine of vicarious liability applies under the FHA and FEHA (*see infra* Part
 20 IV) and moreover misses the point of Plaintiff's FHA claims against this
 21 Defendant, which are based on the CRA's *own* conduct in making housing
 22 unavailable to Plaintiff; discriminating in the provision of services relating to
 23 the rental of housing; and refusing requested reasonable accommodations.⁶

24 ⁶ *Dinapoli* and *Liberty Resources* are therefore distinguishable. In *Dinapoli*
 25 the plaintiff sought to hold the housing authority that administered his Section
 26 8 voucher liable solely on the basis of the conduct of his private landlord.
 27 2009 WL 755354, at *3. Here, Plaintiff seeks to hold the CRA liable under
 28 the FHA and FEHA for the CRA's *own* conduct in making rental housing
 unavailable to her. *Liberty Resources* involved a challenge to a housing
 authority's administration of a housing choice voucher program and did not
 even involve an FHA claim. *See* 528 F. Supp. 2d at 555.

B. The Conduct Alleged Against the CRA Violates the FHA and FEHA.

The phrase “to otherwise make unavailable or deny” in § 3604(f)(1) “has been broadly construed to include all practices which make unavailable or deny dwellings” on the basis of disability. *Harding v. Orlando Apartments, LLC*, No. 6:11-cv-85, 2011 WL 1457164, at *4 (M.D. Fla. Apr. 15, 2011) (quoting *Scott*, 788 F. Supp. at 1562). In *Massachusetts Industrial Finance Agency*, the court held that a state agency with authority to provide financing for private developments could be held liable under § 3604(f)(1) for failing to provide financing to a proposed residential school for emotionally disturbed adolescents, 910 F. Supp. at 27-28, and emphasized that in interpreting the scope of § 3604(f)(1)’s application, “[t]he critical question is not whether one type of conduct exactly parallels another type already explicitly proscribed by the FHAA. Rather, the issue is whether the defendant’s activity is integrally involved in the sale or financing of real estate,” *id.* at 27 (internal quotation marks omitted).

Section 3604(f)(2) has an even broader application than § 3604(1), *see Smith v. Pac. Props. & Dev. Corp.*, 358 F.3d 1097, 1104 (9th Cir. 2004), and similarly applies against public entities that are charged with responsibilities relating to the provision of housing, *see, e.g., Cmty. Servs., Inc. v. Windy Gap Mun. Auth.*, 421 F.3d 170, 176 (3d Cir. 2005) (holding that “courts have specifically allowed claims under [§ 3604(f)(2)] to be brought against municipalities and land use authorities” and finding defendant liable under § 3604(f)(2) for discrimination in the provision of municipal services to personal care home); 24 C.F.R. § 100.70(b) (including within the scope of conduct prohibited by § 3604(f)(2) a refusal to provide municipal services relating to housing).

The SAC states valid claims against the CRA under these sections by

1 alleging that Ms. Ling has been denied tenancy in an accessible, affordable
 2 dwelling unit at any CRA-assisted property since 2006 and continuing through
 3 the present because the CRA has failed to ensure that the housing providers it
 4 supports make reasonable efforts to ensure that persons with disabilities are
 5 not denied housing because there are no accessible units or to exercise any
 6 oversight over any of these housing providers' rental policies and practices,
 7 which has had the effect of preventing Plaintiff from being able to access
 8 suitable housing. *See* SAC ¶¶ 30, 36, 39, 76, 77(a), 81; *Nat'l Fair Hous.*
 9 *Alliance, Inc. v. S.C. Bodner Co., Inc.*, No. 1:10-cv-993-RLY-DML, 2012 WL
 10 529941, at *4-*5 (S.D. Ind. Feb. 17, 2012); *Harding*, 2011 WL 1457164, at
 11 *4.

12 Because the SAC states valid claims under 42 U.S.C. § 3604(f)(1) and
 13 (2), it therefore also states viable FEHA claims against the CRA pursuant to
 14 California Government Code Sections 12955(e) and (k). *See, e.g., Inland*
 15 *Mediation Bd.*, 158 F. Supp. 2d at 1150 (holding that where "Plaintiffs have
 16 raised triable issues of fact as to their FHA claims, Plaintiffs have also raised
 17 triable issues of fact with respect to corresponding FEHA claims"); *Auburn*
 18 *Woods I Homeowners Ass'n v. Fair Employment & Hous. Comm'n*, 121 Cal.
 19 App. 4th 1578, 1591 (2004) ("[T]he FHA provides a minimum level of
 20 protection that FEHA may exceed.").

21 For the reasons stated above in Part II.C. and in the concurrently filed
 22 Opposition to the Motions to Dismiss by Legacy and Redrock, Plaintiff has
 23 also stated a valid reasonable accommodations claim against the CRA under
 24 42 U.S.C. §§ 3604(f)(3)(B) and California Government Code Sections
 25 12927(c)(1) and 12955(k). *See Rodriguez v. Morgan*, No. CV 09-8939-GW
 26 (CWx), 2012 WL 253867, at *5 (C.D. Cal. Jan. 26, 2012) (applying elements
 27 of a § 3604(f)(3)(B) claim to claims for reasonable accommodation under
 28 FEHA).

1 **IV. Defendant CRA Is Vicariously Liable for Discriminatory Housing**
 2 **Practices by its Agents.**

3 The CRA may be held liable not only for its own acts and omissions but
 4 also for those of its agents—including Redrock, Legacy, Guardian/KW, and
 5 FPI—based on these Defendants’ role in providing housing at CRA-assisted
 6 developments. SAC ¶¶ 83-84.

7 “[T]raditional rules of vicarious liability apply’ to violations of [the]
 8 Fair Housing Act.” *In re Wells Fargo Residential Mortgage Lending*
 9 *Discrimination Litig.*, No. M:08-CV-1930 MMC, 2010 WL 3037061, at *3
 10 (N.D. Cal. July 30, 2010) (quoting *Holley v. Crank*, 400 F.3d 667, 670-74 (9th
 11 Cir. 2005)); *see also United States v. Habersham Props., Inc.*, 319 F. Supp. 2d
 12 1366, 1375 (N.D. Ga. 2003) (citing *Meyer v. Holley*, 537 U.S. 280 (2003)).
 13 Under traditional vicarious liability rules, a principal may be held vicariously
 14 liable for the acts of its agents in the scope of their authority. *Meyer*, 537 U.S.
 15 at 285-86.⁷ Thus, the owner of an apartment building may be held vicariously
 16 liable under the FHA for the conduct of a management company hired by the
 17 owner to manage the property. *See, e.g., Cleveland v. Caplaw Enters.*, 448
 18 F.3d 518, 522-23 (2d Cir. 2006) (reversing grant of judgment on the pleadings
 19 where plaintiffs adequately alleged landlord’s vicarious liability for
 20 discriminatory acts by its property manager); *Habersham Props.*, 319 F. Supp.
 21 2d at 1375-76 (holding that apartment owner could be held vicariously liable
 22 for FHA violations committed by its property management company); *Boswell*
 23 *v. Gumbaytay*, No. 2:07-cv-135-WKW, 2009 WL 1515872, at *3-*4 (M.D.

24 ⁷ Federal common law determines whether an agency relationship exists for
 25 purposes of vicarious liability under the FHA. *Inland Mediation Bd.*, 158 F.
 26 Supp. 2d at 1139-40. Under federal law, an actual agency relationship exists
 27 where “(a) a principal manifests to another that the other has the authority to
 28 act on the principal’s behalf and subject to the principal’s control; and (b) the
 other, or agent, consents to act on his principal’s behalf and subject to the
 principal’s control.” *Id.* at 1140 (citing Restatement (Second) of Agency
 (1958)). “[A]n apparent agency exists only to the extent that a third party
 reasonably believes the relationship to exist.” *Id.*

1 Ala. June 1, 2009) (similar).

2 These agency principles apply equally where the defendant is a public
3 entity whose agents include private citizens or housing providers. *See, e.g.,*
4 *Inland Mediation Bd.*, 158 F. Supp. 2d at 1139-41 (denying summary
5 judgment where a jury could reasonably find city vicariously liable for actions
6 of private citizen).

7 The Ninth Circuit has also applied the vicarious liability doctrine to the
8 Rehabilitation Act. *See Bonner v. Lewis*, 857 F.2d 559, 566-67 (9th Cir.
9 1988); *see also id.* at 566 (agreeing that “the regulatory scheme which
10 implements § 504 relies heavily upon the idea of vicarious liability (citing
11 *Patton v. Dumpson*, 498 F. Supp. 933, 942 (S.D.N.Y. 1980))).

12 California law likewise applies vicarious liability. California Civil
13 Code Section 2330 provides that “[a]n agent represents his principal for all
14 purposes within the scope of his actual or ostensible authority, and all the
15 rights and liabilities which would accrue to the agent from transactions within
16 such limit, if they had been entered into on his own account, accrue to the
17 principal.⁸ Thus, the CRA may be held liable under FEHA for violations of
18 these laws committed by its agents within the scope of their authority. *See,*
19 *e.g., Coughlin v. Cal. Dep’t of Corr. & Rehab.*, No. 2:08-cv-02772-GEB-JFM,
20 2010 WL 1689463, at *6-*8 (E.D. Cal. Apr. 26, 2010); *De Silva v. Hashemi*,
21 2005 WL 3466593, at *5 (Cal. Ct. App. Dec. 19, 2005 (unreported)
22 (recognizing that a defendant may be held liable under FEHA for

23 ⁸ California agency law comports with traditional vicarious liability principles
24 under federal law. California law defines an agent as “one who represents
25 another, called the principal, in dealings with third persons.” Cal. Civ. Code §
26 2295. California law recognizes both express and implied agency
27 relationships. *Borders Online v. State Bd. of Equalization*, 129 Cal. App. 4th
28 1179, 1190-91 (2005). “The significant test of an agency relationship is the
principal’s right to control the activities of the agent. It is not essential that the
right of control be exercised or that there be actual supervision of the work of
the agent; the existence of the right establishes the relationship.” *Violette v.*
Shoup, 16 Cal. App. 4th 611, 620 (1993) (internal citations omitted).

1 discriminatory acts of its agents); *Chew v. Hybl*, No. C 96-03459 CW, 1997
2 WL 33644581, at *13 (N.D. Cal. Dec. 9, 1997) (similar).

3 The SAC adequately alleges an agency relationship that would support a
4 finding of liability against CRA on the basis of wrongful acts by its agents,
5 Defendants Redrock, Legacy, Guardian/KW, and FPI, and these entities'
6 employees, within the scope of their authority to provide housing at the CRA-
7 assisted properties The Lofts and NoHo 14. *Inland Mediation Bd.*, 158 F.
8 Supp. 2d at 1139-41; *Habersham*, 319 F. Supp. 2d at 1375. Paragraphs 83-84
9 of the SAC allege the necessary elements of an agency relationship. These
10 allegations, if proven, will support the imposition of liability on the CRA for
11 violations of the FHA and FEHA based on the alleged acts of these other
12 Defendants based on their conduct operating The Lofts and NoHo 14.

13 CONCLUSION

14 For the foregoing reasons, Plaintiff respectfully requests that the Court
15 deny the pending Motion to Dismiss by the CRA and that it order this
16 Defendant to file its responsive pleading forthwith. In the alternative Plaintiff
17 respectfully seeks leave to amend.

1 Dated: June 5, 2012

2 Respectfully submitted,

3 /s/ Jamie L. Crook

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**CERTIFICATE OF SERVICE
CENTRAL DISTRICT OF CALIFORNIA**

I hereby certify that on this 5th day of June, 2012, I filed the foregoing Plaintiff's Opposition to Motion to Dismiss by Community Redevelopment Agency of Los Angeles using the Court's CM/ECF filing system, which shall serve as notice of such filing on all counsel of record. I further certify that Plaintiff's Opposition to Motion to Dismiss by Community Redevelopment Agency of Los Angeles will be served according to law on the following party, which has not yet entered its appearance:

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c/o Craig D. Jones
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/s/ Jamie L. Crook
Jamie L. Crook